

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Claudia Marie Lee

(In the space above enter the full name(s) of the plaintiff(s).)

-against-

E-Trade Financial

Bank of America Corp.

(In the space above enter the full name(s) of the defendant(s). If you cannot fit the names of all of the defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed in the above caption must be identical to those contained in Part I. Addresses should not be included here.)

**I. Parties in this complaint:**

- A. List your name, address and telephone number. If you are presently in custody, include your identification number and the name and address of your current place of confinement. Do the same for any additional plaintiffs named. Attach additional sheets of paper as necessary.

Plaintiff Name Claudia Marie Lee  
Street Address 626 Riverside Drive - 20N  
County, City New York, New York  
State & Zip Code New York 10031  
Telephone Number \_\_\_\_\_

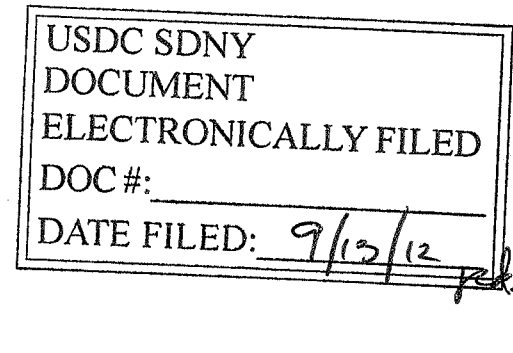
- B. List all defendants. You should state the full name of the defendant, even if that defendant is a government agency, an organization, a corporation, or an individual. Include the address where each defendant may be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption. Attach additional sheets of paper as necessary.

Defendant No. 1 Name Frank J. Petrilli, Chairman, who works at E-Trade Financial Corp.  
Street Address 671 North Glebe Road

12 CV 6543

Amended  
COMPLAINT

Jury Trial: ☐ Yes ☒ No  
(check one)



County, City Arlington County, Arlington  
State & Zip Code Virginia 22203  
Telephone Number 646-521-4322

Defendant No. 2 Name Brian Moynihan, CEO/President, who works at Bank of America Corp.  
Street Address 100 North Tryon Street  
County, City Mecklenburg County, Charlotte  
State & Zip Code North Carolina 28202  
Telephone Number 704-386-5681

Defendant No. 3 Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
County, City \_\_\_\_\_  
State & Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Defendant No. 4 Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
County, City \_\_\_\_\_  
State & Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

## II. Basis for Jurisdiction:

Federal courts are courts of limited jurisdiction. Only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case involving the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one state sues a citizen of another state and the amount in damages is more than \$75,000 is a diversity of citizenship case.

A. What is the basis for federal court jurisdiction? (check all that apply)

☒ Federal Questions

☐ Diversity of Citizenship

B. If the basis for jurisdiction is Federal Question, what federal Constitutional, statutory or treaty right is at issue? Real Estate Settlement Procedures (RESPA), Truth in Lending Act (TILA), and The Home Mortgage Act (HMDA).

C. If the basis for jurisdiction is Diversity of Citizenship, what is the state of citizenship of each party?

Plaintiff(s) state(s) of citizenship N/A

Defendant(s) state(s) of citizenship \_\_\_\_\_

## III. Statement of Claim:

State as briefly as possible the facts of your case. Describe how each of the defendants named in the caption of this complaint is involved in this action, along with the dates and locations of all relevant events.

You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If you intend to allege a number of related claims, number and set forth each claim in a separate paragraph. Attach additional sheets of paper as necessary.

A. Where did the events giving rise to your claim(s) occur? At the Smithville, NJ Century 21 office  
Mortgage Closing for 18 Heather Croft (aka 19 Burkwood Ct. - the formal street address).

B. What date and approximate time did the events giving rise to your claim(s) occur? \_\_\_\_\_  
August 28, 2006 during the Closing around 12 Noon.

C. Facts: My senior, handicapped, retired parent was becoming homeless in Southern New Jersey, and  
I purchased a condo, as a second home, for my mother to live out the last years of her life. ...

What  
happened  
to you?

( See attached typed pages 1-5 for C-1 through C-10 and see Riders C-1 through C-10 )

Who did  
what?

Was anyone  
else  
involved?

Who else  
saw what  
happened?

#### IV. Injuries:

If you sustained injuries related to the events alleged above, describe them and state what medical treatment, if any, you required and received. \_\_\_\_\_

( See attached typed page 5 for section IV. )

**V. Relief:**

State what you want the Court to do for you and the amount of monetary compensation, if any, you are seeking, and the basis for such compensation. \_\_\_\_\_

( See attached typed page 6 for section V and see Rider V. )

**I declare under penalty of perjury that the foregoing is true and correct.**

Signed this 13 day of September, 2012.

Signature of Plaintiff

Mailing Address

Telephone Number

Fax Number (if you have one)



626 Riverside Drive - 20N

New York, NY 10031

**Note:** All plaintiffs named in the caption of the complaint must date and sign the complaint. Prisoners must also provide their inmate numbers, present place of confinement, and address.

**For Prisoners:**

I declare under penalty of perjury that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I am delivering this complaint to prison authorities to be mailed to the *Pro Se* Office of the United States District Court for the Southern District of New York.

Signature of Plaintiff: \_\_\_\_\_

Inmate Number \_\_\_\_\_

JUDGE ENGELMAYER

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CLAUDIA MARIE LEE

12 CV 6543

(In the space above enter the full name(s) of the plaintiff(s).)

COMPLAINT

-against-

E-Trade Financial

Bank of America, N.A.

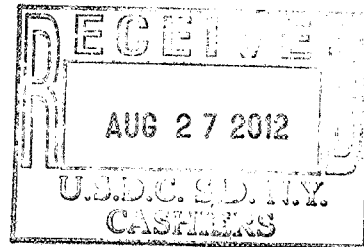
Jury Trial: ☐ Yes ☒ No  
(check one)

Dora Jover, who works at E-Trade Mortgage  
Lisa Gentle, who works at E-Trade Mortgage

John Doe, who works at Bank of America

John Doe, who works at Federal Home Loan Mortgage

(In the space above enter the full name(s) of the defendant(s). If you cannot fit the names of all of the defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed in the above caption must be identical to those contained in Part I. Addresses should not be included here.)



I. Parties in this complaint:

- A. List your name, address and telephone number. If you are presently in custody, include your identification number and the name and address of your current place of confinement. Do the same for any additional plaintiffs named. Attach additional sheets of paper as necessary.

Plaintiff Name CLAUDIA MARIE LEE  
Street Address 626 Riverside Drive-20N  
County, City New York, New York  
State & Zip Code New York 10031  
Telephone Number \_\_\_\_\_

- B. List all defendants. You should state the full name of the defendant, even if that defendant is a government agency, an organization, a corporation, or an individual. Include the address where each defendant may be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption. Attach additional sheets of paper as necessary.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Claudia MARIE LEE

(In the space above enter the full name(s) of the plaintiff(s).)

COMPLAINT

-against-

E-Trade Financial

Bank of America, N.A.

Jury Trial: ☐ Yes ☒ No  
(check one)

(In the space above enter the full name(s) of the defendant(s). If you cannot fit the names of all of the defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed in the above caption must be identical to those contained in Part I. Addresses should not be included here.)

I. Parties in this complaint:

- A. List your name, address and telephone number. If you are presently in custody, include your identification number and the name and address of your current place of confinement. Do the same for any additional plaintiffs named. Attach additional sheets of paper as necessary.

Plaintiff Name Claudia MARIE LEE  
Street Address 626 Riverside Drive - 20N  
County, City New York, New York  
State & Zip Code New York 10021  
Telephone Number \_\_\_\_\_

- B. List all defendants. You should state the full name of the defendant, even if that defendant is a government agency, an organization, a corporation, or an individual. Include the address where each defendant may be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption. Attach additional sheets of paper as necessary.

Defendant No. 1

Name Dora Jover, who worked at E-Trade Mortgage - 7/28/06  
Street Address 3353 Michelson Drive, 2nd Fl.  
County, City Orange County, Irvine  
State & Zip Code CA 92612  
Telephone Number 949-253-5441 or 800-546-3279 ext. 865 5441

Defendant No. 2

Name Lisa Gentle, Loan Processor, who worked at E-Trade  
Street Address 245 Rouser Road  
County, City Allegheny County, Corapolis  
State & Zip Code PA 15108  
Telephone Number 800-546-3279 ext. 227.4938

Defendant No. 3

Name John Doe, who works at Bank of America on 3/31/05  
Street Address 450 American Street  
County, City Ventura County, Simi Valley  
State & Zip Code CA 93065  
Telephone Number 336-805-3126 or 800-669-2443 ext 2809

Defendant No. 4

Name John Doe, who works at Federal Home Loan Mortgage Corp  
Street Address 8200 Jones Branch Drive  
County, City McLean  
State & Zip Code VA 22102  
Telephone Number (703) 903-4112

## II. Basis for Jurisdiction:

Federal courts are courts of limited jurisdiction. Only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case involving the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one state sues a citizen of another state and the amount in damages is more than \$75,000 is a diversity of citizenship case.

A. What is the basis for federal court jurisdiction? (check all that apply)

☒ Federal Questions

☐ Diversity of Citizenship

B. If the basis for jurisdiction is Federal Question, what federal Constitutional, statutory or treaty right is at issue? Real Estate Settlement Procedures (RESPA)

Truth In Lending (TILA)

The Home Mortgage Act (HMDA)

C. If the basis for jurisdiction is Diversity of Citizenship, what is the state of citizenship of each party?

Plaintiff(s) state(s) of citizenship N/A

Defendant(s) state(s) of citizenship -

### III. Statement of Claim:

State as briefly as possible the facts of your case. Describe how each of the defendants named in the caption of this complaint is involved in this action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If you intend to allege a number of related claims, number and set forth each claim in a separate paragraph. Attach additional sheets of paper as necessary.

- A. Where did the events giving rise to your claim(s) occur? At the Smithville, NJ Century 21 office Mortgage Closing for 18 Heather Croft,
- B. What date and approximate time did the events giving rise to your claim(s) occur? August 28, 2006 during the Closing Around 11:45 Am.

- C. Facts: My senior, handicapped, retired parent was becoming homeless in Southern New Jersey, and I purchased a Condo as a second home for her to live out the last years of her life.

What happened to you?

Who did what?

Was anyone else involved?

Who else saw what happened?

See Attached pages for C-1 through C-10.

### IV. Injuries:

If you sustained injuries related to the events alleged above, describe them and state what medical treatment, if any, you required and received.

See attached pages 4 + 5.



V. **Relief:**

State what you want the Court to do for you and the amount of monetary compensation, if any, you are seeking, and the basis for such compensation. \_\_\_\_\_

See Attached Page 5. and  
See Rider V.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 25 day of August, 2012.

Signature of Plaintiff

Mailing Address

Telephone Number

Fax Number (if you have one) \_\_\_\_\_

J. Rami Lee  
626 Riverside Drive - 20N  
New York, NY 10031

**Note:** All plaintiffs named in the caption of the complaint must date and sign the complaint. Prisoners must also provide their inmate numbers, present place of confinement, and address.

**For Prisoners:**

I declare under penalty of perjury that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I am delivering this complaint to prison authorities to be mailed to the *Pro Se* Office of the United States District Court for the Southern District of New York.

Signature of Plaintiff: \_\_\_\_\_

Inmate Number \_\_\_\_\_

N/A

**III. Statement of Claim:**

- A. At the Smithville NJ Century 21 office Mortgage Closing for 18 Heather Croft.
- B. August 28, 2006 during the Closing around 11:45 am.
- C. **Facts:** My senior handicapped, retired parent was becoming homeless in New Jersey and I purchased a Condo as a Second Home for her to live out the last years of her life.

**C-1 Mortgage Origination Fraud:** The E-Trade website mortgage advertisement, application, and salary qualification were misrepresenting and became a great financial loss to me, which I did not noticed until two days after the Closing; also as I look back on this origination, I was financial bait for E-Trade which would either force me into foreclosure or scare me to spend all my retirement funds to pay for this mortgage. I initially told Dora Jover, the Mortgage Associate, I knew nothing about mortgages and she used that fact to her advantage. I never received written confirmation or a copy of my submitted July 2006 mortgage application and I clearly asked for it.

I applied for one mortgage (30 yr. fixed, 6.250%, 20% down) on E-Trade's Mortgage website and was switched to two mortgages and rates against my application. The first switch was Dora changed the interest rate to 6.500%. **(See Rider C1, C1-Exhibit D, C1A and C1B)** Dora made the second switch in mortgage terms again around 11 days before Closing with a phone call. Dora called me at work and asks, If I could put 30% down? I said "No; I did not apply for that down payment." Dora said, "If you cannot put 30% down, then you have to have a split mortgage". I did not want split mortgages because it meant I had to have two different interest rates: 8.50% and 6.500%; both rates of which I did not apply for. Dora's said, "You work in NYC; New Yorkers get \$10,000.00 bonuses; you can pay off the Second Mortgage in one year." During July and August, Dora Jover refused to tell me over the telephone or via E-mail what the "single, concise price covering all directly controlled lender costs" were as E-Trade states as their Up-Front Price Promise **(See Rider C1)**. I called and E-mailed Dora Jover to cancel the mortgages several times before the Closing and she ignored all my cancelation requests. I repeatedly E-mailed and called Dora in August 2006 as to what would the total monthly payment amounts I would be paying to E-trade and after two weeks of hesitation she only gave me 3/4 of the amount; she excluded the taxes which were included in the mortgage monthly payment and excluded the second mortgage amount that she was planning. Dora clearly knew what the N.J. State taxes were for 18 Heather Croft and did not disclose that amount ever; also the taxes were increasing in October 2006 and she knew of that as well. All three mortgage employees of E-Trade clearly knew I could not afford 18 Heather Croft with the monthly Net Pay salary I earned. **(See Riders C1A and C1B)** Documents of Senator Charles Schumer and the FDIC.

At Closing, I received several documents that were inaccurate: The Uniform Residential Loan Application which included Dora Jover's changed interest rate, and Dora stating 18 Heather Croft was to be my primary residence; she left off my real primary residence's monthly Maintenance fees as well as increased the present market value of my NY apartment, and Dora did not state my actual credit card balances; she made them hundreds less. The real estate taxes and Heather Croft Condo Association Dues on this form were inaccurate as they were scheduled to increase in 30 days of Closing.

I never told Dora Jover I was moving from my NY apartment to NJ. Upon sign up, Dora Jover drilled me verbally about my 401K balances and the balances of my retirement investments. I believe I was a target for Dora Jover to set me up to use all my 401K funds and retirement investments to pay for 18 Heather Croft. I have no future retirement plans of living in that Condo. My plan was to purchase a Condo for my mother that I could afford. Dora Jover would not answer the question: Whether I could afford 18 Heather Croft as a second home (living in NY) based on my Net Pay. I did not find out until December 2006 by the OTS that E-Trade could use my Gross Pay as verified income to pay for the mortgage, they could legally overlook my current living expenses, and E-Trade did not have to confirm anything with me. I pay N.Y. City, State, Federal, etc. taxes each week that I am employed and do not receive Gross Pay; so to assume I can pay a mortgage with funds I don't receive is False Income Approval.

**C-2 Mortgage Refinance before the Closing:** 18 Heather Croft original mortgage may have been refinanced without my consent prior to the Closing. February 2012, I paid \$500.00 to a real estate lawyer, who was formerly a mortgage banker, (Salvatore Liga, Esq.), who told me E-Trade probably needed to earn more money than what the mortgage was paying so E-Trade added on an additional payment plan under the transaction, Second Mortgage. The lawyer, Jeffrey J. Waldman, Esq., that attended the Closing, saw these two mortgages but did not inform me of anything such as to the fact this mortgage contained no HUD pages, he never explained what the Waiver of Hud-1 meant and I did not know to ask. **(See Rider C-5B)**

**C-3 Property was Over Appraised:** E-Trade Mortgage Appraiser, Michael Sapio, Jr., appraised the property exactly at the amount the seller, John F. Bodziak, Jr., would accept for sale. Information was left blank or erased on this form. **(See Rider C-3A)** I never offered \$195,000.00 for that property. What I noticed is that all real estate

personnel involved wanted the highest price so that they all could get big commissions. All major appliances were 20 or more years old and rusted. According to Consumers Report magazine, life expectancy of major every day/week appliances don't live pass 15 to 20 years. Also the cement garage floor was cracked, heating unit had improper insulation, terrace doors were damaged. Seller was selling 18 Heather Croft as if it was in mint condition and the property was not worth more than \$150K because the unit structure was over 20 years old in Average condition and no major upgrades were done. Also I had to install three major appliances, new terrace door(s), repair cracks in the ceiling and separations of major connecting walls. **(See Rider C-3)**

C-4 Confusion in signing the Mortgage Agreement: No one from E-Trade Financial was at the Closing. I asked my attorney, Jeffrey J. Waldman, Esq. (in front of all the parties) what was that unknown large figure repeatedly being stating in the mortgage documents and he gave me an answer that told me, "that was the amount I had to pay today" (August 28, 2006) along with thousands of other amounts that were being paid to several other entities. I clearly told him, "That's not the amount I was told I would be paying each month". **(See Rider C-4)** Dora Jover never told me the amount of both mortgage payments on 8/17/2006 nor did she mention the NJS taxes which were to be included in my monthly payment.

C-5 Two days after the Closing: Because of the unknown mortgage amount and several other issues, I reviewed the mortgage documents as best as I could. I don't earn a Net Pay salary to pay this amount each month in additional to my NY bills, I called and E-mailed Dora Jover and the other two E-Trade Mortgage Mangers who were involved in this mortgage process 10 times and they would not answer my calls nor reply to my E-mails. 25 days later Nikhill Moturi responded via E-mail and it was after the three day cancellation period. I was told by the Century 21 Real Estate rep that I had 3 days to cancel the first time home buyer mortgage and I exercised that right and no one would respond during that period. Another signing issue is that E-trade had a Waiver of HUD page in the mortgage documents that I was told is not a good sign in purchasing a mortgage. Lawyers said I should have more than one HUD page clearly designated HUD pages. **(See Riders C-5A, C-5B)**

C-6 Unable to pay: There were 4 cost changes that I incurred prior to the Closing that E-Trade did not inform me of. After the Closing, I reviewed the Closing documents and incoming letters to learn: The two E-Trade mortgages and property

tax did not amount to the \$986.00 figure I understood I would be paying for the next 30 years, the HC Condo Association dues went up the month I moved in; the NJ County and State Taxes not only went up, but Dora Jover never included those amounts prior to discussing with me my total monthly mortgage cost; the Water Sewer fees went up and these amounts added hundreds in monthly expenses that I could not afford based on my 2006 salary Net Pay.

I lost my full time job November 2011 and I am currently on Unemployment. E-Trade found out I was unemployed and sent me a 1099 form in November making my income increase about **\$9,000** (including their late fees) for fiscal year 2011.

C-7 Office of Thrift Supervision: After contacting many banking organizations after the Closing, I was referred to the OTS. I submitted my 2006 Complaint and had to repeatedly call OTS for the results, which turned out to be none. Because OTS did not send the written document results, I had to hire a lawyer to write OTS to send me the written results of the 2006 Closing violations. OTS withheld the written information from me until four years later! **(See Rider C-7A and Rider V)** 2006 submission to OTS results were received in May 2011. This irresponsible delay caused the Statute of Limitations for many of these issues to end.

C-8 Servicing Rights may have been violated: On August 28, 2006 all mortgage payments were paid to cover both E-Trade September mortgages and property taxes. 18 days after the Closing I received an E-mail response from E-Trade's, Bradley Knepp, Lead Loan Servicing Rep., that 18 Heather Croft's Primary Mortgage will be transferred. The next week I received a letter stating for me to pay my next payment to Countrywide. Former Countrywide mortgage expert, Eileen Foster, told me if a loan is to be transferred, the home owner must be notified two to three months in advance (not 18 days after the Closing). My primary mortgage was paid to E-Trade, then Countrywide and then to Bank of America. **(See Rider C-8)**

C-9 Bank of America Issues: I wrote Bank of America (BOA) and E-Trade Financial four Hardship letters over four years (2006, 2008, 2009, 2010) to which neither bank ever responded. In 2011, Bank of America E-mailed me and told me I could no longer make mortgage payments via their mortgage payment website with my TD Bank Account; I must have a Bank of America Account in order to make mortgage payments. Because BOA now has locations in NYC I made my payments at their bank branches until they told me I could not. My emergency savings were ending in

November 2011. I could only afford to make a partial mortgage payment. BOA Tellers and Bank Supervisor told me they would not accept a partial payment of the mortgage. I mailed in my partial payment and BOA send it back -- siting refusal of partial payment. I also had two Short Sale offers in 2010 and 2011 for 18 Heather Croft and Bank of America Equator staff declined the short sale. In 2010, I made an appointment with BOA on 12/11/10 with Ms. Kaley at 877-430-3411 for a Deed in Lieu and Bank of American refused the Deed in Lieu on 12/13/10 I spoke with Tracy Van Eps. Bank of America did not want this property back. BOA Deed in Lieu personnel told me Freddy Mac was my mortgage holder and for me to contact them. I did and this turned out to be untrue. After having three law offices send BOA three Qualified Written Request over the past four years, the 2012 law firm for BOA states Federal Home Loan Mortgage Corporation is the owner of the Primary Mortgage. Today BOA is sending me Foreclosure processing notices. **(See Riders C-9A, C-9B and C-9C)**

**C-10 Mortgage Fraud:** I believe the mortgage bankers are putting hard working American people in Foreclosure and causing loss of personal 401K and other retirement funds. E-Trade's mortgage looks like a process that will cause money to roll over again and again for the same property so the mortgage bank(s) can receive up to 10 times the value of what the property is really worth. In the long run the mortgage bank(s) receive financial gains. The home owner(s) are in debt for seven years after Foreclosure and end up of with all kinds of financial hardships. I don't want this to happen to me; I have already suffered six years with this property. I am not entitled to Make Home More Affordable, or a refinance. I never lived at 18 Heather Croft; I purchased this Condo for my mother who lives in Atlantic County, New Jersey. I am the dutiful daughter "Honoring my Mother". **(See Riders C-10)**

#### **IV. Injuries:**

Financial injuries include loss of excellent credit score; major reduction in credit ability (I had over \$40,000 in credit availability). Un-payable debt caused by Dora Jover's financial manipulations and her not respecting my two written requests to "cancel the mortgage loan" prior to the Closing. Loss of my C&W 401K, emergency savings, emergency condo repairs and loss of retirement investment funds. My estimated financial losses are over \$100,000.

Physical injuries include high level stress, which caused all kinds of breathing lung problems (in and out of the ER taking several major medical exams and on breathing medications, etc.), heart palpitations lead to several visits to a cardiologist, HBP bouts, loss of hair, continuous headaches and stress induced eating conditions.

**V. Relief:**

Due to Dora Jover and the two other E-Trade Mortgage Managers lack of integrity and professional business ethics in refusing to recognize that my monthly Net Pay salary could not afford this mortgage, I am asking E-Trade Financial for reimbursement of my down payment, all mortgage funds paid to E-Trade, Countrywide and Bank of America in reference to 18 Heather Croft, EHT, NJ 08234. I also want my stellar credit standing restored, and if I am able to be represented by an attorney, I want E-Trade to pay all attorney fees in reference to this lawsuit.

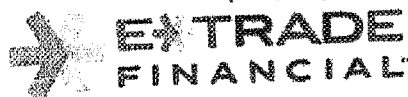
Lastly, I ask the Federal Court Honorable Judge providing over this case to make any and all monetary compensation rulings according to the mortgage violations that I am stating in Section III. C. Facts as RESPA, HMDA and TILA -- as I was a first time mortgage home buyer who had an inefficient lawyer. As I did not understand the mortgage process and totally feel I was taken advantage of as well as my finances. Your Honor, the mortgage violations need legal Statute Extending approval as the Office of Thrift Supervision did not send me E-Trade's 2006 written reply until summer 2011 and E-Trade was quick to give me a 1099 for their created Second Mortgage as soon as I was laid off from my 14 year position in November 2011. **(See Rider V)**

I am submitting this Complaint one day before the six year Statute of Limitations ends for Contract Law for this Mortgage because 30 lawyers have refused to represent me.

Thank you for your time and consideration.

Respectfully,





*This is the mortgage CM. He applied for.*

Open An Account Help Center

QUOTES

SEARCH

LOG ON

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Research

Mutual Funds,  
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Advice

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Home Equity

Getting Started | Home Purchase | Refinance | Home Equity | Loan Tools | Loan Status

*Rider C1*

September 20, 2006 4:43 PM ET

## The E\*TRADE Mortgage Up-Front Price Promise *file*

At E\*TRADE Mortgage we know that buying or refinancing a home can be stressful. You want to be sure you're getting the best combination of rates, points, and fees before you commit to a lender. But it's not always easy to tell if you're getting a good deal, or if your rate, points, and fees might change later in the loan process when it's too late to switch.

We want you to make an informed decision when selecting a lender. That's why we created our **Up-Front Price Promise** and **Fair Compare**. It's our commitment to help you know where you stand from the beginning.

### Our Up-Front Price and Service Promise:

We want your experience of selecting and obtaining a mortgage to be as simple and hassle-free as possible - with no unpleasant surprises. That's why we make the following promises to you:

- You'll get price clarity and certainty up front - we will provide you with the following:

- Real time decision on your loan request - **Up-Front**
- A detailed rate quote - **Up-Front**
- A single, concise price covering all directly-controlled lender costs - **Up-Front**

- Upon receiving a credit approval, you can lock in your interest rate, discount points and Total Value Price, with E\*TRADE Mortgage. Because we are a direct lender, we handle the entire loan process from approval to closing. That means we can usually approve you within minutes without any middlemen.
- Online doesn't have to mean impersonal service. You'll receive the personal attention of a dedicated loan expert who will serve you during the entire process and provide you with proactive loan status updates, which are also easily accessible online 24/7.

### Shop Around with Fair Compare

*Not done here*

We want your experience of shopping for a mortgage lender to consist of fair, unbiased information. That's why we created Fair Compare, a fast and simple way to compare apples to apples when selecting a lender.

Fair Compare allows you to anonymously shop and compare our products to those of any other lender. The service will enable you to compare the elements of price each lender controls. Avoid surprises down the road by understanding exactly what each offer entails.

We want you to have the tools to make your own decision, even if you select someone else! [Learn more about Fair Compare](#)

E\*TRADE FINANCIAL is dedicated to improving the way you invest, bank, and borrow. For over 20 years, E\*TRADE Mortgage Corporation has been serving borrowers and delivering better value through up-front, no surprise pricing, innovative products and personal service. We hope to serve your mortgage needs and look forward to the opportunity to do so.

### Contact Us



Home Loans  
1-800-470-0999



LIVE CHAT

### Our Rates

Products	Rate	APR
<b>Mortgage</b>		
30-Year Fixed	6.250%	6.318%
15-Year Fixed	6.000%	6.114%
7-Year ARM	6.250%	6.978%
7-Year Int Only	6.375%	7.062%
5-Year ARM	6.125%	7.086%
5-Year Int Only	6.250%	7.146%
3-Year ARM	6.125%	7.302%
6-Month Int Only	5.875%	7.134%
<b>Home Equity</b>		
Line of Credit	5.990%	8.000%
Installment Loan	8.000%	8.000%

Assumptions

### Related Links

[When Should I Lock?](#)

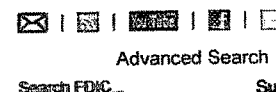
[Apply Now](#)

[Sign up for rate watch](#)

[Mortgage broker vs direct lender](#)



From the FDIC website: Predatory Lending.



Home | Deposit Insurance | Consumer Protection | Industry Analysis | Regulations & Examinations | Asset Sales | News & Events | About FDIC

Home > News & Events > Financial Institution Letters

C-1 A

## Financial Institution Letters

### FDIC's Supervisory Policy on Predatory Lending

The availability of credit to consumers with limited or problem credit histories has increased over the past decade. At the same time, competition in the credit markets to lend to both prime and subprime borrowers has resulted in lenders offering a broad variety of credit products. As credit products become more complex and available to a wider array of borrowers, risks associated with predatory or abusive practices increase. The FDIC expects the institutions it supervises to treat consumers fairly, adhere to all applicable legal requirements, and underwrite loan products appropriately.

This policy statement describes certain characteristics of predatory lending and reaffirms the FDIC's position that such activities are inconsistent with safe and sound lending and undermine individual, family and community economic well-being. The statement describes the FDIC's supervisory response to predatory lending, including a list of policies and procedures that relate to consumer lending standards. It encompasses most potential predatory lending issues, but is not necessarily exhaustive.

#### ✓ Characteristics of Predatory Lending

There is no simple checklist for determining whether a particular loan or loan program is predatory. Loan terms that are helpful to one borrower may be harmful to others. For example, it is important to distinguish subprime lending from predatory lending. Subprime lending includes loans to persons who present heightened credit risk because they have experienced problems repaying credit in the past, or because they have only a limited credit history. Loans that serve these borrowers have a legitimate place in the market when they have been responsibly underwritten, priced and administered. Predatory lending, on the other hand, is not limited to one class of borrowers. Signs of predatory lending include the lack of a fair exchange of value or loan pricing that reaches beyond the risk that a borrower represents or other customary standards.

Furthermore, as outlined in the interagency *Expanded Examination Guidance for Subprime Lending Programs*,<sup>1</sup> "predatory lending involves at least one, and perhaps all three, of the following elements:

- • Making unaffordable loans based on the assets of the borrower rather than on the borrower's ability to repay an obligation; → E Trade did this
- Inducing a borrower to refinance a loan repeatedly in order to charge high points and fees each time the loan is refinanced ("loan flipping"); or
- • Engaging in fraud or deception to conceal the true nature of the loan obligation, or ancillary products, from an unsuspecting or unsophisticated borrower." → E Trade did this.

#### FDIC Response to Predatory Lending

The FDIC combats predatory lending by: stopping abusive practices through the examination process and supervisory actions; encouraging banks to serve all members and areas of their communities fairly; and providing information and financial education to help consumers make informed choices from the wide array of available financial services.

C1A p2

### **Taking Supervisory Actions**

When examiners encounter loans with predatory characteristics, the lending practices will be criticized as unsound. When the FDIC finds practices that violate consumer protection, fair lending and other laws, including applicable state laws or the Federal Trade Commission (FTC) Act prohibition against unfair or deceptive practices, the FDIC will take appropriate action. The supervisory action taken will depend on the violation, whether consumers and/or the institution have been harmed and, if so, to what degree. Actions range from commitments to formal enforcement actions under Section 8 of the FDI Act. The FDIC will also undertake joint enforcement actions with state authorities or with other federal agencies where appropriate.

Further, the Community Reinvestment Act (CRA) examination process<sup>2</sup> reviews each bank's record, based on the standards appropriate for its size and operation. Predatory lending can have a negative effect on a bank's CRA performance, specifically, including violations of: the Fair Housing Act and the Equal Credit Opportunity Act involving discriminatory credit practices; the Truth in Lending Act, regarding rescission of certain mortgage transactions, and regarding disclosures and certain loan term restrictions in connection with credit transactions subject to the Home Ownership and Equity Protection Act; the Real Estate Settlement Procedures Act regarding the giving and accepting of referral fees, unearned fees or kickbacks in connection with certain mortgage transactions; and the Federal Trade Commission Act regarding unfair or deceptive acts or practices. Other practices may warrant the inclusion of comments in an institution's performance evaluation. These comments may address the institution's policies, procedures, training programs, and internal assessment efforts.<sup>3</sup>

In addition to the regular examination process, the FDIC investigates consumer complaints. The findings of such investigations may result in supervisory action if warranted. Examiners also use complaint information during the examination process to focus on potential predatory lending and other issues during an examination.

### **Encouraging the Delivery of Banking Services to the Entire Community**

Financial institutions are expected to help meet the credit needs of their entire communities, including low- and moderate-income areas. Community Affairs Program staff in each of the FDIC regional offices conducts outreach and provides technical assistance to banks and community organizations to foster community economic investment and fair lending. Moreover, the staff facilitates development of bank and community partnerships that strengthen the delivery of bank services to low- and moderate-income and other underserved populations. We encourage financial institutions to take advantage of these resources to help ensure fairness in the provision of financial services to all members of a community.

### **Disseminating Consumer Information**

Well-informed consumers are less likely to be the victims of predatory lenders and are more likely to make informed choices. The FDIC provides a variety of widely disseminated and free information. For example, the FDIC Consumer Affairs Program staff conducts outreach activities to educate

C-1B

***"It is clear that we need to focus a spotlight on predatory lenders whose sole purpose is to hijack the American dream from unsuspecting borrowers. We should leave no stone unturned to find and crack down on predatory lenders and Congress must pass the strongest legislation possible to end this pernicious practice."***

• **Senator Charles Schumer** ←

#### Marketing:

- Aggressive solicitations to targeted neighborhoods
- Home improvement scams
- Kickbacks to mortgage brokers (Yield Spread Premiums)
- Racial steering to high rate lenders

False marketing ✓

#### Sales:

- Purposely structuring loans with payments the borrower can not afford ✓
- Falsifying loan applications (particularly income level)
- Adding insincere co-signers
- Making loans to mentally incapacitated homeowners
- Forging signatures on loan documents (i.e., required disclosure)
- Paying off lower income mortgages
- Shifting unsecured debt into mortgages
- Loans in excess of 100% LTV
- Changing the loan terms at closing ✓

#### The loan itself:

- High annual interest rates ✓
- High points or padded closing costs
- Balloon payments
- Negative amortization
- Inflated appraisal costs
- Padded recording fees
- Bogus broker fees
- Unbundling (itemizing duplicate services and charging separately for them)
- Required credit insurance
- Falsely identifying loans as lines of credit or open end mortgages
- Forced placed homeowners insurance
- Mandatory arbitration clauses

#### After closing:

- Flipping (repeated refinancing, often after high-pressure sales)
- Daily interest when loan payments are late
- Abusive collection practices
- Excessive prepayment penalties
- Foreclosure abuses ✓
- Failure to report good payment on borrower's credit reports ✓
- Failure to provide accurate loan balance and payoff amount

C1B p2

## Sub-prime and Predatory Lending Defined

### Sub-prime Lending:

A sub-prime loan is a loan to a borrower with less than perfect credit. In order to compensate for the added risk associated with sub-prime loans, lending institutions charge higher interest rates. In contrast, a prime loan is a loan made to a creditworthy borrower at prevailing interest rates. Loans are classified as A, A-, B, C and D loans. "A" loans are prime loans that are made at the going rate while A- loans are loans made at slightly higher interest rates to borrowers with only a few blemishes on their credit report. So called B, C, and D loans are made to borrowers with significant imperfections in their credit history. "D" loans carry the highest interest rate because they are made to borrowers with the worst credit histories that include bankruptcy.

### Predatory Lending

✓ A predatory loan is an unsuitable loan designed to exploit vulnerable and unsophisticated borrowers. Predatory loans are a subset of sub-prime loans. A predatory loan has one or more of the following features: 1) charges more in interest and fees than is required to cover the added risk of lending to borrowers with credit imperfections, 2) contains abusive terms and conditions that trap borrowers and lead to increased indebtedness, 3) does not take into account the borrower's ability to repay the loan, and 4), often violates fair lending laws by targeting women, minorities and communities of color. ✓

1. Claudia Marie Lee is Native Nation Ancestral
2. " " first time home buyer
3. " " a woman
4. " " was vulnerable since I needed a home for my mother soon to be homeless.
5. " " Does not understand mortgage

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU SIGN BELOW; THIS DOCUMENT CONTAINS THE TERMS AND CONDITIONS OF YOUR MORTGAGE LOCK-IN, INCLUDING THOSE RELATING TO YOUR LOCK-IN DEPOSIT**

This Lock-In Disclosure and Agreement ("Agreement") is made by and between E\*TRADE Mortgage Corporation ("ETMC") and the loan applicant(s) named below ("I/We", "my/our", "me/us", "you", or "your(s)"). This Agreement allows you to lock in the interest rate, discount points and costs referred to as the Total Value Price ("TVP") on your loan application with ETMC for a specific period of time (beginning on the Lock-In Date and ending on the Lock-In Expiration Date listed below). During this Lock-In Period, this Agreement protects you against fluctuations in the mortgage loan market by guaranteeing your interest rate, discount points and TVP, as set forth and subject to the terms and conditions below. This Agreement does not guarantee that your loan application will be approved by ETMC.

### APPLICANT AND TRANSACTION INFORMATION

Applicant(s): **CLAUDIA MARIE LEE**

Property Address: **18 HEATHERCROFT, EGG HARBOR TOWNSHIP, NJ 08234**

Property Type: **CONDOMINIUM- (< 4 STORIES**

Number of Units: **one /one**

Occupancy: **VACATION/2ND HOME**

Loan Purpose: **PURCHASE**

Estimated Loan to Value ("LTV")%: **80.000%**

Estimated Value: **\$195,000.00**

Loan Program/Type: **CONFORMING 30 YR FIXED**

Subordination of Existing Lien Required?: ☐ Yes ☒ No

Loan Amount: **\$156,000.00**

Impounds/Escrow Account?: ☒ Yes ☐ No

Principal & Interest: **\$986.03 (includes taxes) one**

1: If the value of the property results in an LTV above 80%, you may be required to obtain private mortgage insurance ("PMI"), and to pay a monthly premium for the PMI.

Est. Closing Date: **08-28-06**

### LOCK-IN TERMS

Lock-In Date: **07-31-06**

Lock-In Interest Rate: **6.500% (wrong rate) one**

Lock-In Deposit Amount: **\$325.00**

Lock-In Discount Points: **0.000%**

Lock-In Period (# of days): **30 = 9/1/06/one**

Title & Settlement Fees Included in TVP?: ☐ Yes ☒ No

Lock-In Expiration Date: **08-30-06**

TVP<sup>2</sup>: **\$1,095.00**

2: TVP does not include prepaid interest, taxes, insurance, discount points, or any state required mortgage registry tax (if applicable). For a purchase, TVP also does not include third party fees such as the title, settlement, and appraisal costs.

- Changes to Your Applicant And Transaction Information.** The above Applicant and Transaction Information consists of the information provided by you, and your Lock-In Terms are based upon this information. If this information changes, it may result in changes to your Lock-In Terms, including without limitation, changes in your Lock-In Interest Rate, Lock-In Discount Points, and TVP. Also, your loan application is subject to final underwriting approval. Final underwriting approval is based upon, but not limited to, the collection and verification of satisfactory property, credit, residency/citizenship, occupancy, income, and asset requirements of a selected loan program or loan type.
- When Your Lock-In Deposit Will be Refunded.** If your loan does not fund, your Lock-In Deposit will be refunded to you only if ETMC declines your loan application due to income or credit qualifying reasons, or if it is otherwise required by applicable law to refund moneys paid by you. If your loan fails to fund for any other reason, including your decision to withdraw your application, then your Lock-In Deposit will not be refunded to you. If your loan does fund or is consummated, refund of your Lock-In-Deposit will be governed by applicable law, including your rights under the federal Truth in Lending Act.
- You Must Return Documents Identified in the Loan Application Checklist Within 3 Calendar Days.** Along with this Agreement, ETMC has included a Loan Application Checklist. You **MUST RETURN** all the documents identified in the Loan Application Checklist within three (3) calendar days of the Lock-In Date above (**08-03-06**), or if this Agreement is delivered to you by Federal Express (or other similar service) then you must return this Agreement within three (3) calendar days of the date it was delivered to you. If you fail to return these documents by the due date above, then your Lock-In Interest Rate, Lock-In Discount Points, and TVP will be subject to change to the higher of either: (a) the current market conditions; or (b) your Lock-In Terms.

*Cml*

Initials

Initials

Application# **784167**

Date and Time Stamp **11:40:19 02 Aug 2006**

PREPARED BY:

  
ANNE ZACCARDI, ESQ.

Rider C3

**DEED**

Sharon D. ...  
Congress Title Division  
12 E. ...  
Ocean City, NJ 08226

This Deed is made on August 28, 2006,

Between

JOHN F. BODZIAK, JR. unmarried  
whose address is 7 Rosemary Drive, Hazlet, NJ 07730  
referred to as the Grantor,

And

CLAUDIA MARIE LEE,  
whose address is [REDACTED] Riverside Drive, [REDACTED] New York, NY  
100 [REDACTED]  
referred to as the Grantee

The words Grantor and Grantee will include all the names listed above.

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE HUNDRED NINETY FIVE THOUSAND DOLLARS and NO CENTS (\$195,000.00). The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Township of Egg Harbor  
Block No. 2201 Lot No. 17 C0018

**Property.** The property consists of the land and all the buildings and structures on the land in the Township of Egg Harbor, County of Atlantic and State of New Jersey.

SEE LAND DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT TO easements and restrictions of record, master deed and New Jersey Condominium Act.

BEING and intended to be the same premises as conveyed to John F. Bodziak, Jr. by Deed from John F. Bodziak, Sr. and Florence G. Bodziak, his wife and John F. Bodziak, Jr. dated January 13, 2000 recorded January 28, 2000 in Book 6622, Page 174.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-5). The promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

  
Anne Zaccardi

  
JOHN F. BODZIAK, JR.

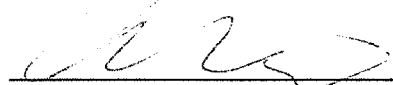
STATE OF NEW JERSEY

33.

COUNTY OF MONMOUTH

I CERTIFY that on August 28, 2006, JOHN F. BODZIAK, JR. personally appeared before me, the subscriber, and acknowledged to my satisfaction that, this person (or if more than one person, each person)

- (a) is named in and personally signed this DEED;
- (b) signed, sealed and delivered this Deed as his or her own act and deed;
- (c) made this Deed for \$195,000.00 the full and actual consideration paid or to be paid for the transfer of title. (such consideration is defined in N.J.S.A. 54:4-63.1)

  
ANNE ZACCARDI, An Attorney at  
Law of the State of New Jersey

RECORD & RETURN TO:

Congress Title  
12 E. 9<sup>th</sup> Street  
Ocean City, NJ 08226

C-3A

# Individual Condominium Unit Appraisal Report

File # 1161062

There are 26 comparable properties currently listed for sale in the subject neighborhood ranging in price from \$ 129,000 to \$ 244,900  
 There are 44 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$133,000 to \$243,500

FEATURE	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Address and Unit #	18 Heather Croft NJ 08234	20 Heather Croft NJ08234	197 Heather Croft NJ08234	223 Heather Croft NJ08234
Project Name and Phase	HEATHER CROFT	HEATHER CROFT	HEATHER CROFT	HEATHER CROFT
Proximity to Subject	0.01 Mile	0.04 Mile	0.06 Mile	
Sale Price	\$ 195,000	\$ 243,500	\$ 173,000	\$ 195,000
Sale Price/Gross Liv. Area	\$ 156.38 sq. ft.	\$ 173.80 sq. ft.	\$ 177.98 sq. ft.	\$ 143.38 sq. ft.
Data Source(s)	MLS 273603-Closed	MLS 275614-Closed	MLS 269258-Closed	
Verification Source(s)	MLS/Vital DOM 30	MLS/Vital DOM 31	MLS/Vital DOM 87	
VALUE ADJUSTMENTS	DESCRIPTION	ADJUSTMENT	DESCRIPTION	ADJUSTMENT
Sale or Financing Concessions	Conv None		Conv None	
Date of Sale/Time	04/28/2006		05/12/2006	
Location	Good		Good	
Leasehold/Fee Simple	Fee Simple		Fee Simple	
HOA Mo. Assessment	195		195	
Common Elements and Rec. Facilities	Pool Pond		Pool Pond	
Floor Location	1-2		2	
View	Interior	-2500	Interior	
Design (Style)	TH		Flat	
Quality of Construction	Average		Average	
Actual Age	Built 1987		19	
Condition	Average		Average	
Above Grade	Total Below Grade		Total Below Grade	
Room Count	5 2 2	7 3 2.5	4 2 2	7 2 2.5
Gross Living Area	1247 sq. ft.	1401 sq. ft.	972 sq. ft.	1360 sq. ft.
Basement & Finished Rooms Below Grade	Slab	Slab	Slab	Slab
Functional Utility	Average		Average	
Heating/Cooling	FWA/CAC		FWA/CAC	
Energy Efficient Items	Average		Average	
Garage/Carport	1C Gar	1 Car Gar	None	1 Car Gar
Porch/Patio/Deck	SmDeck	SmDeck	Balconies	Balconies
	1 Frpl	Fireplace	Fireplace	Fireplace

Net Adjustment (Total)	\$ 18,700	\$ 19,000	\$ 2,000
Adjusted Sale Price of Comparables	\$ 229,800	\$ 192,000	\$ 193,000

Summary of Sales Comparison Approach Complex consists of townhouses and flats. Research first for townhouses. Comp 1 and Comp 3 are townhouses, while Comp 2 is a flat. Comp 3 was tenant occupied and according to broker needs some TLC and listed in fair to average condition with adjustment to reflect this factor. Although listed as a three bedroom, Comp 3 was designed as a two bedroom and end unit. Dwelling size adjusted at \$40 per square foot. More weight is placed on Comp 2 and Comp 3, due to bedroom count with some consideration given to Comp 3, that is physically closest to the Subject.

Indicated Value by Sales Comparison Approach \$ 195,000  
 Income Approach (if developed) \$  
 Most weight placed on Sales Comparison Approach that best reflects reactions of buyers and sellers in Market.

This appraisal is made ☒ as is, ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☐ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 195,000 as of 08/08/2006, which is the date of inspection and the effective date of this appraisal.

Flats = Apt



# E Trade E mail correspondence

RE: Lee 784167

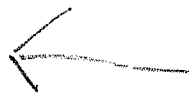
Thursday, August 17, 2006 1:45 PM

From: "Jover, Dora"

To: "Claudia Marie" <[REDACTED].com>

*Line C-4*

Payment will be at \$986.03



*please note my payment amount*

Thnx!

Dora

-----Original Message-----

From: Claudia Marie [mailto:[REDACTED].com]

Sent: Thursday, August 17, 2006 10:42 AM

To: Jover, Dora

Subject: Lee 784167

Yes, that was one of my questions. Thanks.

The other questions is: If i put 20% down (\$39,000) what would be my monthly payments?

CM Lee

-----Original Message-----

From: Claudia Marie [mailto:[REDACTED].com]

Sent: Thursday, August 17, 2006 8:21 AM

To: Jover, Dora

Subject: Down payment and rate question of 8/15/06.

Dora,

What would be the E\*Trade monthly Fee if I were to be able put the standard 20% down on my loan?

Since I am reading and hearing that the mortgage rates have gone down, would I be able to lock in at a lower rate on Friday or next week?

I look forward to hearing from you, ClaudiaMarie Lee (212) 862-0299

"Gentle, Lisa" <lisa.gentle@etrade.com> wrote:

Dora,

Cancellation request after Closing

Rider C5A

Response on 9/19/06.

Subject: Follow up from Etrade

From: Moturi, Nikhil (nikhil.moturi@etrade.com)

To: [REDACTED] yahoo.com;

Date: Tuesday, September 19, 2006 8:05 AM

Good Morning Claudia,

Kathy Power asked me to intervene and help solve your concerns. Could you please let me know when you are free and I will gladly help out.

Also do you happen to have a loan number I can reference?

**Nikhil Moturi**

Operations Lead: Loan operations & Customer Satisfaction

ETRADE FINANCIAL. We keep challenging the ordinary to help investors BE E\*TRAORDINARY.

Phone: 1-800-546-3279 ext 2274907

Fax: 1-949-757-3509

e-mail: Nikhil.moturi@etrade.com

Your feedback is appreciated as E\*TRADE is a customer-focused financial institution. Please take a minute to let us know how we are doing by clicking on the following link (or copy the url and paste it into your browser): <http://www.surveymonkey.com/s.asp?u=76583662402>

A positive customer experience is our primary objective. If you are not entirely satisfied please contact my manager, Katherine Dorning. She can be reached at 800-546-3279 or via email at: Katherine.Dorning@etrade.com

C-5 B

# WAIVER OF HUD-1 SETTLEMENT STATEMENT

Borrower: *CLAUDIA MARIE LEE*  
Loan #: 784167

Pursuant to regulation at 24 CFR § 3500.10(c), I/We do hereby waive the right to receive delivery of the HUD-1 or HUD-1A settlement statement at closing. I/We request that the HUD-1 or HUD-1A settlement statement be delivered to me/us by ordinary mail at the address in the loan application as soon as practical.

In the event I/we have received a copy of the HUD-1 or HUD-1A settlement statement at the closing, I/we acknowledge that I/we will only receive a new HUD-1 or HUD-1A settlement statement if the statement is amended for some reason after closing.

This waiver is a waiver of the right of delivery of the HUD-1 or HUD-1A Settlement Statement at settlement and is being made at or before settlement. I agree that the HUD-1 or HUD-1A settlement statement may be modified after closing.

\_\_\_\_\_  
*CLAUDIA MARIE LEE*                      Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Rider C-5C

August 29, 2006

VIA E-MAIL & FAX (949) 757-2592

Lisa Gentle, Sr. Loan Processor  
Ms. Kathleen Power, Manager  
E\*TRADE Financial  
345 Rouser Road  
Coraopolis PA, 15108

Ms. Dora Jover  
Loan Consultant  
E\*TRADE Mortgage  
3353 Michelson Drive, 2nd Floor  
Irvine, CA 92612

**RE: Mortgage Loan # 784167 – 18 Heather Croft, EHT, NJ 08234**

Dear Ms. Gentle, Ms. Power and Ms. Jover:

I understand I have legally three days to cancel a signed document and I want to discuss this with you immediately. I have gone through the Closing on August 28, 2006 and noticed that the amount in the mortgage is not the same amount as what Dora Jover told me I would be paying each month.

I did not know the total amount of the switched mortgage would be five hundred dollars over the amount Dora Jover told me in all her E-mails and over the telephone in August. Plus, it is my understanding the property taxes is being increased and Heather Croft Association dues are going up \$60. I cannot afford this mortgage based on my current paycheck amount.

Who is the direct person to speak to and write in reference to a legal 3-day cancellation? I have contacted Dora Jover by E-mail and telephone and have not received any response back from her.

I look forward to hearing from you. Please call me ASAP.

Claudia Marie Lee

b.c. - OTS - 2011

[REDACTED] Drive - New York, NY [REDACTED]  
[REDACTED]

Over 25 complaints submitted.

Rider C-7A

Subject: E\*Trade Financial

From: Georgeann.Stevenson@consumer.state.ny.us (Georgeann.Stevenson@consumer.state.ny.us)

To: [REDACTED]@yahoo.com;

Date: Wednesday, September 20, 2006 2:16 PM

Thank you for contacting the New York State Consumer Protection Board (CPB). Upon reviewing your complaint it appears that this matter falls within the jurisdiction of the New York State Banking Department, Mortgage Banking Unit. Subsequently, we suggest that you contact that agency for assistance. You may reach that department at [www.banking.state.ny.us](http://www.banking.state.ny.us) or by calling 212-709-5540.

It is our hope that this information is useful to you. Should you require the assistance of this office in the future, please do not hesitate to contact us.

Sincerely,

Georgeann Stevenson  
Consumer Advisor

The Dept. of Banking  
The Better Business Bureau  
The FDIC Division of S. & Consumer Protection  
The Office of Thrift Supervision  
The NYS Attorney General Office  
Camden U.S. District Attorney's Office  
The FBI - Mortgage Fraud Unit → Dept. of Banking → OTS  
Paula Dow's office - NJS  
The Federal Trade Commission  
Consumer Relations, The OCC → CFPB,  
etc. etc.

Servicing Rights

Rider C-8

Subject: RE: Monthly Statements for Lee 784167  
From: Knepp, Bradley (bradley.knepp@etrade.com)  
To: [REDACTED]@yahoo.com;  
Cc: david.oursler@etrade.com;  
Date: Friday, September 15, 2006 4:12 PM

Claudia,

Please see the attached payment coupons for you loan # 784167.

You will be notified via US mail when you loan is transferred to another servicer.

In the meantime, please forward your payment using the attached coupons.

Any questions / concerns, please contact me directly.

Thank You,  
Bradley Knepp  
Lead Loan Servicing Rep  
E\*TRADE FINANCIAL. We keep challenging the ordinary to help investors BE E\*TRAORDINARY.  
Phone: 1-877-478-5658 x 2274985  
Fax: 1-678-624-8284  
e-mail: Bradley.Knepp@Etrade.com

A positive customer experience is our primary objective. If you are not entirely satisfied please contact my manager, Rhonda Fien at 877-478-5658 ext. 2274989 or via email at: rhonda.fien@etrade.com

This e-mail is the property of E\*TRADE FINANCIAL Corp. It is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential, or otherwise protected from disclosure. Distribution or copying of this e-mail, or the information contained herein, by anyone other than the intended recipient is prohibited. If you have received this e-mail in error, please immediately notify Bradley Knepp by e-mail at Bradley.Knepp@Etrade.com and telephone at 1-877-478-5658 x 2274985. Please delete and destroy any copies of this e-mail.

E\*TRADE Financial  
345 Rouser Road, 6th Floor  
Coraopolis, PA 15108

-----Original Message-----

From: Claudia Marie [mailto:[REDACTED]@yahoo.com]  
Sent: Friday, September 15, 2006 7:22 AM  
To: Jover, Dora  
Subject: Monthly Statements for Lee 784167

Dear Dora,

Good day, hope all is well with you.

I am writing because I have received the payment statement for the **Second Mortgage** and due date info. However, I have not received any information regarding the **First Mortgage**. Do you know when I will receive the information regarding the October 2006 due date an amount of the First

<http://us.mg4.mail.yahoo.com/neo/launch?.rand=ckp1bsnt6dj3o>

9/12/2012

Bank of America



P.O. Box 10222  
Van Nuys, CA 91410 - 0222

Rider C-9A

8-772-01534-0013877-003-1-000-000-000-000

Notice Date: November 30, 2010

Account No.: [REDACTED] 765

Claudia Marie Lee

[REDACTED] Riverside Dr [REDACTED]  
New York, NY 100 [REDACTED]

Property Address:

18 Heathercroft  
Egg Harbor Township, NJ

12/11/10

#1 - No

#2 - Carlos

~~800-335-7005~~

12:50 PM

877-430-3411 = 16?

#### IMPORTANT MESSAGE ABOUT YOUR LOAN

We have not received your past due payments, so we have referred your home loan to our Foreclosure Review Committee for review.

#### WHAT THIS MEANS

Debt Collector

This does not necessarily mean you will lose your home to foreclosure. We want to work with you and are here to help, so please read below about the various options available through BAC Home Loans Servicing, LP to help you avoid foreclosure. Then, call us at 1-800-262-4218 to tell us about your individual situation and together we'll evaluate how one of these options may help.

#### WHAT YOU NEED TO DO

Primary Residence - No 12/11/10 MS/Rider

You may be eligible to take advantage of one of the options described below, which may stop the foreclosure process.

- **Repayment Plan:** Based on your financial circumstances and investor requirements, we may be able to arrange a new repayment plan that's easier on you and your finances.
- **Loan Modification:** Depending on investor requirements and if your financial situation has improved sufficiently to enable you to resume making payments, we may be able to restructure your loan. This would result in a more affordable monthly payment. *N/A 12/11/10*
- **Deed-in-Lieu:** This involves signing a deed transferring title to the property over to BAC Home Loans Servicing, LP to avoid foreclosure. *30/60 Day to complete 12/31/10*
- **Short Sale:** If you receive an offer to purchase your home for less than the total amount you owe, you may still be able to sell the property through a transaction called a "short sale" and avoid a foreclosure sale. This option is wholly dependent on investor requirements, and we can explain those when you call. *Tele!*
- **Full Payoff:** During the foreclosure process, you may sell your property for any amount equal to or exceeding the total amount owed on your loan, or you may refinance your loan, both of which would allow you to pay the loan in full.

The availability of these options is dependent on a variety of factors, some of which are not within BAC Home Loans Servicing, LP's control. However, we encourage you to call Loss Prevention at 1-800-262-4218 so that we may review your situation with you and discuss which plans may be available to you.

We want to help you. Please call us.

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

Bank of America



Home Loans

P.O. Box 10222  
Van Nuys, CA 91410 - 0222



AT1

4-772-48801-0015256-004-1-000-000-000-000

CLAUDIA MARIE LEE  
RIVERSIDE DR  
NEW YORK, NY 100

FCOPTLET 11773 03/2/2010

7/8/7/12 *lidwC-9B*

Notice Date: July 31, 2012

Account No.: [REDACTED] 765

Property Address:  
18 Heathercroft  
Egg Harbor Township, NJ

#### IMPORTANT MESSAGE ABOUT YOUR LOAN

We have not received your past due payments, so we have referred your home loan to our Foreclosure Review Committee for review.

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We want to help you. Please call us.

This communication is from Bank of America, N.A., the servicer of your home loan.



BLANK



ROME LLP  
COUNSELORS AT LAW

Rider C-9C

7/6/19/12e 8t

Not, in 3rd party  
and not the owner of property / on

Phone: (215) 569-5685  
Fax: (215) 832-5685  
Email: MTrainer@BlankRome.com

June 18, 2012

Claudia Marie Lee

[REDACTED] Riverside Dr.  
New York, NY 100 [REDACTED]

Re: Borrower(s): Claudia Marie Lee (the "Borrower")  
Property Address: 18 Heathercroft, Egg Harbor Township, NJ 08234  
Loan Number(s) ending in: 3765 (the "Loan")

Dear Ms. Lee:

This firm represents Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP ("Bank of America"), for the sole purpose of responding to your correspondence dated March 20, 2012 (the "Letter"), wherein you request information regarding the Loan.

Although the Letter is couched as a "qualified written request," the information requested in the Letter goes well beyond that which is available through a qualified written request made under 12 U.S.C. §2605 ("QWR"). As you may be aware, a QWR is a written correspondence which includes a statement of specific reasons why the borrower believes that its account is in error and which provides sufficient detail to allow the servicer of the loan to review the borrower's account to determine whether there were errors made in connection with the account, and to either make appropriate corrections where errors were made or explain to the borrower why the servicer believes the account is accurate. A QWR is not a vehicle for a borrower to obtain confidential information concerning the lender's business practices, trade secrets or other proprietary information, nor can it be used to support a fishing expedition for documents that may support a claim or as a mechanism for seeking any other information which does not relate specifically to the borrower's loan. The Letter seeks information which goes well beyond that which is available through a QWR, while failing to provide any of the necessary detail regarding any specific error(s) made by the servicer in connection with the Loan.

Although the Letter is overly broad and not in conformity with 12 U.S.C. §2605, Bank of America reviewed its file documents in an attempt to obtain information responsive to those of your inquiries which were consistent with 12 U.S.C. §2605. The results of this review of the Borrower's Loan file are set forth below and in the documents attached hereto.

One Logan Square 130 North 18th Street Philadelphia, PA 19103-6998

www.BlankRome.com

900200.00000/12211557v.1

Boca Raton • Cincinnati • Hong Kong • Houston • Los Angeles • New York • Philadelphia • Princeton • Shanghai • Washington • Wilmington

C-9C

June 18, 2012

Page 2

Bank of America responds to your numbered requests as follows:

1. Enclosed please find copies of the following documents available under 12 U.S.C. §2605: Note; Mortgage; Condominium Rider; Second Home Rider; Appraisal Report; Uniform Residential Loan Application; Truth In Lending Disclosure Statement; and HUD-1 Settlement Statement.

Please be advised that Bank of America has been unable to locate copies of the Good Faith Estimate(s) in its database and has requested that the physical file be retrieved to determine whether copies of this document can be obtained. In the event Bank of America obtains copies of this document, we will forward you a copy under separate cover.

The remainder of this request is respectfully declined, as it seeks documentation and/or information beyond that which is available through a "qualified written request" made under 12 U.S.C. §2605.

2. See paragraph 1 above.
3. The current owner of the note for the Loan is Federal Home Loan Mortgage Corporation, which has an address of 8200 Jones Branch Dr., McLean, VA 22102 and a telephone number of (703) 903-4112. The remainder of this request is respectfully declined, as it seeks documentation and/or information beyond that which is available through a "qualified written request" made under 12 U.S.C. §2605.
4. The current interest rate on the Loan is 6.500%.
5. The interest rate has not adjusted on the Loan.
6. See paragraph 3 above. The remainder of this request is respectfully declined, as it seeks documentation and/or information beyond that which is available through a "qualified written request" made under 12 U.S.C. §2605.
7. See paragraph 3 above. The remainder of this request is respectfully declined, as it seeks documentation and/or information beyond that which is available through a "qualified written request" made under 12 U.S.C. §2605.

Rider C-10

Hi Claudia

Look at Mother selling products

for American Red Cross

Not Bad for 91 yrs!

Mother 😊

## Red Cross flea market a longtime helpful fundraiser

By JACKIE HANUSEY  
Staff Writer

PLEASANTVILLE — Red Cross volunteers worked hard at their last flea market of the season to raise money for disaster relief.

The American Red Cross of Atlantic and Cumberland counties located at Franklin Boulevard and Delilah Road has been holding fundraisers all season. They sell new and used clothes inside and open up space to vendors outside.

Red Cross Emergency Services Director DonnaLynn Warren was busy organizing the event and making sure everything was in place.

She said they have a lot of return customers. One woman who asked not to be identified said she shops at high end stores but also loves the thrill of finding great items at the flea market.

At the end of the flea market season the Red Cross takes unsold used clothes to Be Better. New clothes are kept for local

disaster victims, like the family whose house went up in flames in the Bargaintown section of Egg Harbor Township last week.

Warren said she was at the fire and the Red Cross assisted the family with new clothes and food. She said the family is now living with relatives in Cape May.

She said that even when the Red Cross is not at a fire, it aids victims.

"If I read about a fire in the newspaper I wait and hope they will contact us," she said.

Red Cross Administrative Assistant Belle Martino of Egg Harbor Township volunteered to sell various items at the chapter's table.

She said she loves working for the Red Cross because she gets to do for others what others have done for her.

In just two hours Martino said she sold \$50 worth of small ticket items. She said she expected more people to flow in later in the day thanks to the good weather.

Warren said they have lost



Jackie Hanusey

Red Cross Administrative Assistant Belle Martino of Egg Harbor Township volunteered to sell items to benefit the Red Cross disaster relief fund.

some vendors since they are no longer allowed to set up right on Delilah Road. She said she hopes that once more vendors get involved, it will attract bigger crowds.

The flea markets will start up again next spring. If you are an individual or business interested in donating new clothes to the Red Cross you can drop them off or call them at (609) 646-8330.

10/8/06

CLAUDIA MARIE LEE'S mother.

(Rider V)



Mattleman, Weinroth & Miller, P.C.  
ATTORNEYS-AT-LAW

401 Route 70 East, Suite 100 - Cherry Hill, New Jersey 08034  
Tel: 856.429.9790 - Fax: 856.429.0610

Kim Barfield  
Member of NJ Bar

Intake #: 341483

April 11, 2011

Office of Thrift Supervision  
Department of Treasury  
Attn: Richard Denby, Manager -Consumer Affairs Division  
1700 G Street NW  
Washington, DC 20552

Re: Claudia Marie Lee  
18 Heather Croft  
Egg Harbor Township, NJ 08234-4603  
Case #: 0206502010  
E\*TRADE Bank

Dear Mr. Denby:

Please be advised that Claudia Marie Lee has contacted our office regarding the above-referenced matter. Ms. Lee indicates that she submitted a complaint to your office and she was advised that she could file an appeal concerning her case. Please provide a detailed explanation of your findings and decision. Ms. Lee would need this information prior to filing her appeal concerning the above-referenced case number.

Upon receipt of this letter, please forward the requested information directly to Claudia Marie Lee at the above-referenced address. You are authorized and requested to contact her directly. At the present time, Ms. Lee has not retained our office; therefore, please direct any and all future correspondence to her.

Thank you in advance for your anticipated cooperation.

Very truly yours,

A handwritten signature in black ink that reads 'Kim Barfield'.

Kim Barfield  
For the Firm

KB/tls  
cc: Claudia Marie Lee

401 Route 70 East  
Suite 100  
Cherry Hill, New Jersey 08034

Land Title Building  
Suite 2226  
Broad & Chestnut Sts  
Philadelphia, Pennsylvania 19110

200 Continental Drive  
Suite 215  
Newark, Delaware 19713